

CONTRACT FOR PROFESSIONAL SERVICES

2015 APR 23
DEPARTMENT OF JUSTICE
OFFICE OF THE
ATTORNEY GENERAL

THIS CONTRACT is made on the 18th day of June, 2015 in the Territory of the Virgin Islands, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, Bureau of Economic Research, Office of the Governor (hereinafter referred to as "Government") located at 21-22 Kongens Gade, St. Thomas, U.S. Virgin Islands, 00802 acting through the Department of Property and Procurement and Mr. Steven R. Miller d/b/a Economic & Policy Research Group, (hereinafter referred to as the "Contractor") located at 1709 Cambria Drive East Lansing, MI 48823.

WITNESSETH:

WHEREAS, the development of a Visitor Demand Database and Forecasting Model forms phase two of the project which began with a custom card survey which gleaned data from US Custom Form 6059B relative to visitors to the US Virgin Islands. The project is considered critically important to update the overnight visitor formula which was developed in 1981, especially in light of the significant changes in the tourism market observed in recent years, and the need for timely and accurate data for policy and decision making.

WHEREAS, the Contractor represents that it is willing and capable of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor shall provide the services described in Addendum I attached to this Contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate on September 30, 2016.

3. COMPENSATION

The Government in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor an amount not to exceed (ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS) (\$124,658.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

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4. **TRAVEL EXPENSES**

Inclusive to the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed SIX THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$6,407.00)

5. **RECORDS**

The Contractor, when applicable, will present documented, precise records of time and/or money expended under this Contract.

6. **PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. **DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts, and memoranda of every description, including those in electronic format, derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract, or upon the Government's reasonable demand. The above-described materials shall not be used by the Contractor or by any other person or entity except upon the written permission of the Government, which consent may not be unreasonably withheld. The files, database summaries or any other program and reports developed for use in this project become the sole possession of the Government and cannot be used or copied for any purpose other than stipulated in this contract. The Contractor will not provide or otherwise make available or distribute any program or material in any form without the written consent of the Government.

8. **LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon Government persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

9. **ASSIGNMENT**

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The Contractor shall not subcontract or assign any part of the services under this contract without the prior written approval of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

The Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This written Contract contains the entire agreement between the parties and hereto, and all prior understanding or communications, written or oral, with respect to the Project, which is the subject matter of this Contract, are merged herein.

15. RIGHT TO WITHHOLD

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If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to the Government that such claims will be paid by the Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party hereto may terminate this Contract with or without cause on thirty (30) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may, be terminated by the Government, in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the thirty (30) days notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, national origin or handicap.

20. EFFECTIVE DATE

The effective date of this Contract is upon the signature of the Governor.

21. CONFLICT OF INTEREST

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(a) Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

(b) Contractor further covenants that it is:

- (1) Not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensation on a salary, fee or contractual basis); or
- (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this contract, in its official capacity;
 - (iii) no financial interest in the contract as that term is defined in section 1101, (1) of said Code chapter.

22. NOTICES

Notices required to be given, by the Terms of this Contract shall be deemed given when the same is sent by certified mail, postage prepaid or personal delivery or Certified Mail, Return Receipt Requested to:

GOVERNMENT:

The Honorable Cecilia Milliner Emanuel
Acting Commissioner
Department of Property and Procurement
Sub-Base 3rd Floor
St. Thomas, VI 00802

Ms. Bernadette V.M. Melendez
Acting Director
Bureau of Economic Research
Office of the Governor
21-22 Kongens Gade
St. Thomas, USVI 00802

CONTRACTOR:

Mr. Steven R. Miller
Economic & Policy Research Group
1709 Cambria Drive
East Lansing, MI 48823

23. LICENSURE

The Contractor covenants that it has:

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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

Lisa Miller

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND
PROCUREMENT

by: Cecilia Emanuel 4/7/15
Cecilia Milliner Emanuel Date
Acting Commissioner

OFFICE OF THE GOVERNOR
BUREAU OF ECONOMIC RESEARCH

Donnie E. Annett

by: Bernadette V. M. Melendez 4/7/15
Bernadette V. M. Melendez Date
Acting Director

STEVEN R. MILLER D/B/A ECONOMIC &
POLICY RESEARCH GROUP

Steven R. Miller

by: Steven R. Miller 3-30-15
Steven R. Miller Date

APPROVED:

Kenneth E. Mapp
Honorable Kenneth E. Mapp
Governor of the Virgin Islands

6-18-15
Date

Approved as to Legal Sufficiency
Department of Justice by:

Tami Goff

5/11/15
Date

PURCHASE ORDER NO.

ACCOUNT CODE NO

SRM

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of
Contract No. [] entered into between
Bureau of Economic Research, Office of the Governor and
Steven R. Miller d/b/a Economic & Policy Research Group

Cecilia Milliner Emanuel, Acting Commissioner
Department of Property and Procurement

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ADDENDUM I SCOPE OF WORK

Contractor to perform the following work in fulfillment of the purpose of this Contract set forth above, and provide the following services:

- a. Design and develop a database system of spreadsheets for recording and reporting key time series economic and tourism data and generate trend extrapolation routines for projecting historical data into the future. Integrate the US Customs Declaration Cards Study and the 2012-2013 Visitor Exit Survey into the tourism demand and projection database.
 - Develop a new system and process for recording historical data using MS Excel spreadsheets.
 - Design and develop a system of report generation that uses MS Excel as the key storage and data delivery method.
 - Develop Visual Basic Net for Applications routines that operate within existing software technology and expertise for developing robust approaches to aggregating data for report writing.
 - Develop application with a user interface for selecting appropriate data transformations to convert monthly observations to quarterly and annual datasets and period-over-period changes or growth rates.
 - Develop template tables that self populates with latest available data. Such templates may include tables and graphs.
 - Implement new database system and conduct employee training to familiarize staff with new methods and procedure and to build capacity.

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ADDENDUM II COMPENSATION

Government shall use its best efforts to pay the compensation described in Paragraph 3 of the Contract within THIRTY (30) days of the date the compensation becomes due. Failure of the Government, despite its best efforts, to pay any portion of Contractor's compensation within THIRTY (30) days that it is due shall not be interpreted as an indication that the Government no longer desires Contractor's services. If any portion of the compensation under this Contract is not paid within THIRTY (30) that is has become due, the Contractor may suspend work on the project until the subject compensation is remitted.

Contractor shall submit monthly invoices for compensation, as described below. The invoices shall be accompanied by supporting documentation and shall detail the expenses therein. The Government shall use its best efforts to pay invoices or state in writing its disagreement with any portion of the invoices within THIRTY (30) days of receipt of the invoices.

The Government in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor an amount not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS (\$124,658.00) which includes SIX THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$6,407.00) for travel expenses. The compensation shall be disbursed as follows:

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- a. THIRTY-NINE THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$39,417.00) shall be transferred upon development of applications deemed appropriate for user and data interface.
- b. THIRTY-NINE THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$39,417.00) shall be transferred upon the integration of data from US Declarations Cards Study and 2012-2013 Visitor Exit Survey into tourism demand projection database.
- c. The balance of the compensation — THIRTY-NINE THOUSAND HUNDRED SEVENTEEN DOLLARS (\$39,417.00) shall be transferred upon the installation of the database and training of the staff.
- d. An amount not to exceed SIX THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$6,407.00) shall be paid for travel expenses.

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